

REMARKS

Claims 1-5, 7-13, 15-29, 31-32, 34-42 and 44-48 are currently pending. In the Office Action, claims 7, 8 and 42 were objected to because of informalities, claims 1, 26 and 42 were rejected under 35 U.S.C. §112, first paragraph, and claims 2-5, 7-13, 15-25, 27-29, 31-32, 34-41, 44-45 and 47-48 were each rejected as depending on a rejected base claim.

Applicant respectfully traverses the objection of claims 7 and 8 based on the recited informality.

With respect to claim 7, it was stated that the element “expiring the associated one of the plurality of valid charge numbers employed to consummate the purchase transaction” would be better recited as “associating one of the expiring plurality of valid charge numbers....” Applicant respectfully submits that the existing language is correct and that the proposed language is incorrect and not accurate. First, the “associating” element is already provided in claim 1, upon which claim 7 depends, in which claim 1 recites “associating one of the plurality of valid charge numbers with the prepaid cash account.” Thus, adding another associating element as suggested would result in ambiguity and possible confusion. Second, adding an element that recites “associating one of *the* expiring plurality of valid charge numbers” (emphasis added) is not proper since “expiring charge numbers” have not been previously defined so that the suggested element would lack antecedent basis. Third, the associating occurs prior to consummating the purchase transaction, which occurs prior to expiring, so that the suggested element would not make sense or would, in fact, be non-enabling.

Fourth, and most important, Applicant respectfully submits that the existing “expiring” element is proper and clearly understandable as is. It was not clearly stated in the Office Action why this element is improper. The “expiring” element recites an action or step that is performed after the purchase transaction is consummated to prevent the same number from being used again. In the application as filed (beginning page 47, line 3), an embodiment of expiring a number is fully disclosed and described. In one embodiment, the number is transferred to an expired purchase database or the like after an online purchase transaction is completed. It is further stated that once the number expired in this manner, the charge number is no longer considered valid and may not be employed for subsequent purchase transactions. The application further describes benefits of expiring a number, such as after a single use, such as for purposes of improved security in the event of theft or the like.

Claim 7 is nonetheless amended solely for purposes of clarity to recite “expiring the associated one of the plurality of valid charge numbers after being used to consummate the purchase transaction” to clarify when a number is expired.

Claim 8 was objected to for a similar manner and Applicant traverses this objection for the same reasons recited above with respect to claim 7. Claim 8 is nonetheless amended solely for purposes of clarity to recite “expiring each of the plurality of provided valid charge numbers after being used to consummate the plurality of purchase transactions” to clarify when a number is expired.

Applicant respectfully traverses the objection to claim 42. It was stated that the language “an issuing and transaction system” should be changed to “an charge issuing and transaction system.” It is unclear how the original language is improper and it is even

more unclear how the proposed language provides clarification. Even if corrected for proper English to recite “*a charge issuing and transaction system*”, the resulting language does not make sense or is not directly supported in the application since the word “charge” is used to modify the word “number”. Applicant suggests that the Examiner meant to state “*a charge number issuing and transaction system*” (emphasis added). But of the first element of the claim was amended in this manner, it would conflict with the preamble of the claim and cause confusion and ambiguity for the dependent claims 44-48 because the same language would be used. Applicant respectfully submits that the language is correct and proper as is.

Applicant respectfully traverses the 35 U.S.C. §112, first paragraph, rejection of claims 1, 26 and 42 as based on a disclosure which is not enabling (in that steps have been omitted from the claims which are considered critical or essential to practice the invention, but not included in the claim(s) is not enabled by the disclosure). In other words, it was stated that the claims are missing some “essential steps” or elements.

The reasoning applied in the Office Action is either incorrect or simply rearranges claim language that is already present.

With respect to claim 1, it was first stated that after the “valid charge numbers are received from an issuing bank”, a step needs to be inserted prior to the “providing to and routing to a charge settlement network for validating the transactions”, such as “storing (in something, a device or database or a memory) the plurality of valid charge numbers from the issuing bank.” First, the proposed language already exists in claim 1. The very second element of claim 1 is “storing the plurality of valid charge numbers.” Second, as this is a method element, there is no reason or basis for requiring apparatus limitations,

such as what the numbers are stored in (a device, database, memory, etc.). Such language is left to apparatus claims.

And then the “detecting” element is essentially repeated other than stating that the user is requesting “one of the plurality of charge numbers” rather than “a valid charge number.” Technically speaking, in various embodiments the user simply requests “a” valid number and is not aware of the specific numbers that were received by the issuing bank other than the fact that the number is valid to consummate a purchase transaction. In other words, the existing claim language is correct since the user does not care what the charge number as long as it is valid.

And then the “associating” element is repeated with the addition of the “exchange for cash” language. Applicant respectfully submits, however, that the added language is already present in a more correct manner in the claim. Claim 1 already includes the element “establishing a prepaid cash account for a user in exchange for cash” which is more accurate. The user pays cash and a prepaid cash account is established in response with a cash balance based on the amount of cash received. The user does not technically pay for the valid charge numbers. The user is provided a valid charge number when requested to use the funds in the prepaid cash account to pay for a purchase transaction. The valid charge numbers are a convenient mechanism for users to make online purchase transactions using funds in the prepaid cash accounts.

The “providing” and “detecting” elements are essentially repeated in the Office Action. The “authorizing” element is repeated with an additional clause “using one of the associated valid charge numbers between the user and the merchant.” First, the language “using one of the associated valid charge numbers” implies that multiple valid

charge numbers have been associated with a prepaid cash account, which is not necessary. Second, the “detecting” element already states that the purchase transaction involved the associated valid charge number between the user and the merchant, and it is *the* purchase transaction that is authorized if the balance is sufficient. In other words, the proposed language in the Office Action simply reorganizes the words but does not add anything of substance sufficient to sustain the rejection.

Finally, the Office Action proposes an additional element of “requiring the authoring (sic - authorizing) of the purchase transaction if a cash balance of the prepaid account is not sufficient for the purchase amount of the purchase transaction.” The proposed language would better be stated as “denying the purchase transaction if the cash balance of the prepaid cash account is sufficient for a purchase amount of the purchase transaction.” Applicant respectfully submits that this additional element is unnecessary for purposes of the present invention, and that lack of such element does not render the claim non-enabling. The element of authorizing the purchase transaction already implies the potential denial of the transaction if the cash balance is insufficient. Yet denial of the transaction is not the only possible result and there is no requirement for this limitation for an enabling invention. For example, it is possible that even if an account has insufficient funds, certain exceptions may apply for certain charge numbers and/or for certain users. Or, if the user has a second account which may have sufficient additional funds to cover the transaction, the transaction might possibly be allowed under certain circumstances if authorization is provided to use the funds from both accounts. The invention concerns the positive aspects of issuing valid charge numbers for purposes of

enabling or authorizing transactions and there is no need to require an additional element of denial of such transactions.

Applicant respectfully submits that claim 26 is allowable for similar reasons and recites a complete and enabling invention. Claim 26 is amended as a formality to insert an inadvertently omitted word “to” in the “wherein” clause added in the last amendment.

Applicant respectfully submits that claim 42 is allowable for similar reasons and recites a complete and enabling invention.

Applicant respectfully requests withdrawal of the §112, first paragraph rejections of claims 1, 26 and 42. The remaining claims 2-5, 7-13, 15-25, 27-29, 31-32, 34-41, 44-45 and 47-48 are allowable as depending upon allowable base claims.

None of the amendments made herein were related to the statutory requirements of patentability, but instead were made for purposes of clarity and/or to remove extraneous and/or unnecessary language. Also, none of the amendments were made for the purpose of narrowing the scope of any claim.

CONCLUSION

Applicant respectfully submits that for the reasons recited above and for various other reasons, the objections and rejections have been overcome and should be withdrawn. Applicant respectfully submits therefore that the present application is in a condition for allowance and reconsideration is respectfully requested. Should this response be considered inadequate or non-responsive for any reason, or should the Examiner have any questions, comments or suggestions that would expedite the prosecution of the present case to allowance, Applicants' undersigned representative earnestly requests a telephone conference.

Respectfully submitted,

Date: January 19, 2007

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